



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

April 17, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AMENDMENT TO COOPERATIVE AGREEMENT NO. 75333
BETWEEN THE MOUNTAINS RESTORATION TRUST
AND DEPARTMENT OF PUBLIC WORKS
AND RELATED APPROPRIATION ADJUSTMENT
LOIS EWEN SCENIC OUTLOOK PROJECT (C.P. 77420)
(Third District, 3-Vote Matter)**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER AND
DEPARTMENT OF PUBLIC WORKS THAT YOUR BOARD:**

1. Approve Amendment No. 1 to Agreement No. 75333 between the Mountains Restoration Trust (MRT) and the County to allow the Department of Parks and Recreation (DPR) to contribute \$73,000 from an approved State Habitat Conservation Fund (HCF) grant to the MRT for construction of the Lois Ewen Scenic Outlook Project.
2. Approve the enclosed appropriation adjustment to transfer the \$73,000 HCF grant from C.P. 77420 to the Project and Facility Development fund to enable the transfer of funds to the MRT pursuant to the amended Agreement No. 75333.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 19, 2005, your Board approved a cooperative agreement between the MRT and the County of Los Angeles. Under the agreement, the MRT agreed to permit the County to utilize property owned by the MRT on Stunt Road at Culvert Marker 2.54 for a disposal site to only deposit storm-generated debris fill material from the Santa Monica Mountain area and to grade the property for parking purposes at County expense. In exchange, the County agreed to allow the MRT to develop and construct the Lois Ewen Scenic Outlook within the County's highway right-of-way at the intersection of Saddle Peak Road and Schueren Road.

The Scenic Outlook Project includes improvements of an often-used mountain-top outlook site along the Backbone Trail at the intersection of three scenic mountain roads and will consist of re-paving the turnout; designating parking spaces including one for disabled parking; adding curb stops for vehicles; incorporating the Backbone Trail as an integral part of the outlook; and providing low seat-walls between the parking lot and trail. Improvements to the Backbone Trail through the Lois Ewen Scenic Outlook will include providing a soft surface for equestrians who currently have path of travel options of either traversing paved surfaces or the dirt fill near the steep top of the slope; adding a concrete curb with cable rail for safety at the top of the slope; providing horse hitching posts; and furnishing signage designating the various trail destinations and mileage.

When completed, the Lois Ewen Scenic Outlook will provide increased access to parks, trails and recreational opportunities, not only to persons with disabilities but also to athletic and non-athletic individuals, artists, the elderly, families with young children and those who simply want a quiet time observing nature. The County's right-of-way at the site will provide ample parking for outlook visitors while leaving a protected corridor for the Backbone Trail. Panoramic views and a section of short trails suitable for enjoyment by all ages and physical abilities offer an opportunity to enjoy the beauty of the mountains or to study the geological history and biological diversity of the area.

Under the existing agreement with the Department of Public Works (DPW), MRT will be responsible for acquiring all necessary permits, regulatory or otherwise, design and construction of the Lois Ewen Scenic Outlook Project. DPW will contribute an amount not to exceed \$40,000 toward the cost of construction.

On December 17, 2002, your Board adopted a resolution that authorized DPR to submit a grant application to the State of California for funding from HCF under the California Wildlife Protection Act of 1990 for the construction of the Lois Ewen Outlook Project. On July 1, 2003, DPR received a \$73,000 grant from the HCF.

Your Board's approval of the enclosed Amendment No. 1 and the related appropriation adjustment will allow DPR to contribute the \$73,000 of HCF funds toward construction of the project on a reimbursement basis. Under the amendment, the MRT would be required to complete the project by December 30, 2007, and provide DPR with all documentation required to meet the grant close-out requirements for reimbursement by March 31, 2008. In the event the MRT fails to do so, the County would not be obligated to replace the funding.

Implementation of Strategic Plan Goals

Approval of the recommended actions support County Strategic Plan Goal No. 4 (Fiscal Responsibility), Goal No. 5 (Children and Families Well-Being) and Goal No. 6 (Community Services), by offering the community a mountain-top outlook site to observe the beauty of the mountains through a public-private partnership.

FISCAL IMPACT/FINANCING

There is no impact on net County cost as a result of these actions. Funds contributed to the MRT under this amendment are funded from a State HCF grant awarded to the Department on July 1, 2003.

The recommended appropriation adjustment will transfer the funding from the existing DPR capital project for the Lois Ewen Scenic Outlook Project, C.P. No. 77420, to the Project and Facility Development fund in order to facilitate reimbursement to the MRT.

The total project cost is estimated at \$186,000 of which \$45,000 is funded from a Federal Recreational Trails Program grant awarded to the MRT in 2001; \$2,000 from the Santa Maria Trails and Park Foundation; \$26,000 in in-kind services from MRT and Outward Bound Adventure; \$40,000 from DPW's agreement with MRT and upon your Board's approval of these actions, \$73,000 from DPR's existing State HCF grant.

The MRT is responsible for financing all costs necessary to construct and complete the project and has full responsibility for any cost overruns. The on-going costs for maintaining the area will be the responsibility of the MRT.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DPR will provide \$73,000 from the State Habitat Conservation Fund (HCF) to MRT for construction of the Lois Ewen Scenic Outlook. MRT agrees to submit invoices to DPR for costs incurred for construction of the Scenic Outlook Project and to provide all documents as necessary to comply with the requirements for reimbursement. DPR will conduct site inspections, review all documents as necessary to comply with the State grant requirements, and obtain final reimbursement from the State. On approval, DPR will reimburse MRT in an amount not to exceed \$73,000 for eligible costs in construction of the Lois Ewen Scenic Outlook Project.

The required match for the HCF grant is 50/50. The match requirement is met by the other sources contributing to the project.

County Counsel has approved the attached Amendment as to form.

ENVIRONMENTAL DOCUMENTATION

On July 19, 2005, your Board found the proposed project to construct the Lois Ewen Scenic Outlook exempt from the California Environmental Quality Act (CEQA) according to Section 15301 (c) of the State CEQA Guidelines and Class 1(x) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

The proposed action of approving Amendment No.1 to the existing Agreement is not subject to CEQA as it can be seen with certainty that this action will not result in a potentially significant physical impact on the environment.

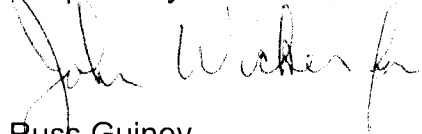
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will not have any impact on any other current services or projects. After completion, the Lois Ewen Scenic Outlook will offer an opportunity to the communities near the mountain-top outlook site to enjoy the beauty of the mountains.

CONCLUSION

Please instruct the Executive Office-Clerk of the Board to return three conformed copies of this action to Parks and Recreation and one conformed copy each to the Chief Administrative Office, and Public Works, Programs Development Division.

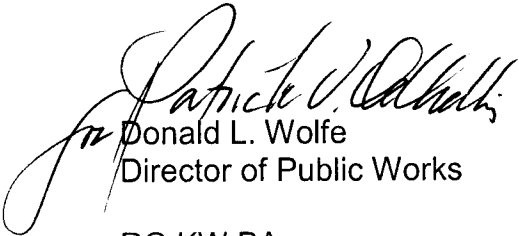
Respectfully submitted,



Russ Guiney
Director



David E. Janssen
Chief Administrative Officer



Donald L. Wolfe
Director of Public Works

RG:KW:BA

c: Chief Administrative Officer
Executive Officer, Board of Supervisors (22)
County Counsel
Department of Public Works (Programs Development Division)

**AMENDMENT NO. 1
TO AGREEMENT 75333**

This AMENDMENT is made and entered into this _____ day of _____, 2007

by and between CALIFORNIA NON-PROFIT ORGANIZATION,
MOUNTAIN RESTORATION TRUST (hereafter referred
to as "TRUST",)

and THE COUNTY OF LOS ANGELES, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA,
(hereafter referred to as "COUNTY".)

W I T N E S S E T H

WHEREAS, on July 19, 2005, the Trust and the County entered into County Agreement No. 75333, entitled "AGREEMENT BY AND BETWEEN THE MOUNTAIN RESTORATION TRUST AND THE COUNTY OF LOS ANGELES, (hereafter "Agreement"); and

WHEREAS, under said Agreement, TRUST and COUNTY proposed to construct a scenic outlook at the intersection of Saddle Peak Road and Schueren Road that includes hardscaping and a turnout which is hereinafter referred to as "SCENIC OUTLOOK"; and

WHEREAS, under the Agreement, COUNTY agreed to contribute an amount up to Forty Thousand and 00/100 Dollars (\$40,000) towards the cost of constructing the turnout for SCENIC OUTLOOK; and

WHEREAS, on July 1, 2003, the County of Los Angeles Department of Parks and Recreation received a grant in the amount of Seventy-Three Thousand and 00/100 (\$73,000) from Habitat Conservation Fund, for construction of SCENIC OUTLOOK; and

WHEREAS, it is the intent of parties hereto to amend the Agreement to allow COUNTY to contribute \$73,000 from the Habitat Conservation Fund grant to the TRUST for construction of SCENIC OUTLOOK PROJECT;

NOW, THEREFORE, the parties hereby agree as follows:

1. Subparagraph "c" of Section (2), "TRUST AGREES", is amended as follows:

To finance all costs necessary to construct and complete the SCENIC OUTLOOK in excess of the COUNTY'S contribution of Forty Thousand and 00/100 Dollars (\$40,000) and the Seventy-Three Thousand and 00/100 Dollars (\$73,000) of the State Habitat Conservation grant (HCF).

To fulfill the HCF required 50/50 match requirement, the contribution by the Trust must equal Seventy-three thousand dollars for constructing the SCENIC OUTLOOK.

2. The following subparagraph (i), (j) and (k) shall be added to Section (2), "TRUST AGREES":

i. To submit invoices to COUNTY for costs incurred for construction on SCENIC OUTLOOK and to provide to DPR any and all documents requested by COUNTY as necessary to comply with the requirements for reimbursement from the State Habitat Conservation Fund. Upon approval, COUNTY will reimburse TRUST in an amount not to exceed Seventy-Three Thousand Dollars and 00/100 (\$73,000).

j. To operate and maintain the Lois Ewen Scenic Overlook site in perpetuity, with mutual revocability for termination agreed upon by both parties.

k. To furnish COUNTY, within sixty (60) calendar days after final acceptance of SCENIC OUTLOOK, a final accounting of the actual total cost of SCENIC OUTLOOK, including an itemization of actual unit cost and actual contract quantities.

l. To complete the project by December 31, 2007 and provide DPR with all documents necessary to close-out the project by March 31, 2008. In the event that TRUST cannot meet the close-out requirements of DPR, the County will not be obligated to replace the funding.

3. The following subparagraph (i) shall be added to Section (3), "COUNTY AGREES":

To reimburse the TRUST for eligible costs in constructing the turnout for SCENIC OUTLOOK, in an amount not to exceed Seventy-Three Thousand Dollars, upon receipt of proper invoices and any other documentation requested by COUNTY; conduct site inspections and verify work; and administer and maintain the Habitat Conservation Fund grant with the State.

4. The following subparagraph (4) a. shall be inserted to Section (4), "IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS" and subparagraphs a., b., c., d., e., f., g., and h., are re-designated b., c., d., e., f., g., h., and i., respectively:

a. If at final accounting, the actual cost of SCENIC OUTLOOK exceeds COUNTY'S contribution as set forth in paragraph (3) a., and grant funding, as set forth in paragraph (3) i, MRT shall finance the difference.

Conversely, if the required COUNTY funds are less than COUNTY'S contribution and grant funding, MRT shall refund the difference to COUNTY. Reductions in County funds expended within the County highway right of way shall be refunded to Road Fund, and reductions in County funds expended outside the County highway right of way shall be refunded to the General Fund, C.P. No. 77420.

In addition, re-designated subparagraph (4) g. is revised as follows:

g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

TRUST:

Mr. Stephen Harris, President
Mountains Restoration Trust
3815 Old Topanga Canyon Road
Calabasas, CA 91302

COUNTY:

Mr. Donald L. Wolfe
Director of Public Works
900 S. Freemont Avenue
Alhambra, CA 91803

Mr. Russ Guiney
Director of Parks and Recreation
433 South Vermont Avenue
Los Angeles, CA 90020

2.0 RATIFICATION

All other terms, conditions, covenants and promises of the Agreement not affected by this amendment Number 1 shall remain in full force and effect and are hereby reaffirmed.

3.0 EFFECTIVE DATE

The effective date of this amendment Number 1 shall be upon Board approval.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number 1, to be executed by their respective officers, duly authorized, by the day, month, and year first above written.

ATTEST:

COUNTY OF LOS ANGELES

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors of
The County of Los Angeles

By _____
Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL

RAYMOND G. FORTNER, JR

By 
Deputy

MOUNTAINS RESTORATION TRUST

By 
Stephen Harris, President

By 
Jo Kitz, Secretary

NOTE: All signatures must be witnessed by
Notary. (Attached appropriate jurat)

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

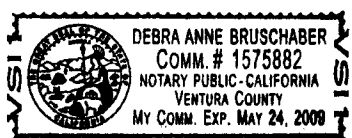
On April 5, 2007, before me, Debra Anne Bruschaber, Notary Public,
personally appeared Stephen Harris and Jo Katz

personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal,

Signature Debra Anne Bruschaber

[Seal]



STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

On _____, 20__, before me, _____, Notary Public,
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the
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signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal,

[Seal]

Signature _____